

# Exhibit “C”

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IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

C O N F I D E N T I A L

IN RE: ASBESTOS PRODUCTS  
LIABILITY LITIGATION (NO. VI)

THIS DOCUMENT RELATES TO: ) MDL NO. MDL 875  
THE FOLLOWING CASES )  
IN THE UNITED STATES )  
DISTRICT COURT FOR THE )  
SOUTHERN DISTRICT OF ) DEPOSITION OF  
MISSISSIPPI ) MARC STRIGEL

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RAY ALSWORTH, et al, )  
 )  
Plaintiffs, )  
 )  
 )  
vs. )  
 )  
SCAPA, et al )  
 )  
Defendants. )

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HILRY A. ANDERSON, )  
 )  
Plaintiff, )  
 )  
vs. )  
 )  
THE FLINTKOTE COMPANY, )  
et al )  
 )  
Defendants. )

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(Caption continued on the next page.)

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<p>1 (Caption Cont'd.)  2 CHESTER BANKS, et al )  3 )  4 Plaintiffs, )  5 vs. )  6 OWENS-ILLINOIS, INC., )  7 et al )  8 Defendants. )  9 HENRY BRIGGS, et al )  10 )  11 Plaintiffs, )  12 vs. )  13 NATIONAL SERVICE )  14 INDUSTRIES, )  15 et al )  16 Defendants. )  17 )  18 ---  19 Philadelphia, Pennsylvania  20 Wednesday, February 18, 2009  21 ---  22 Deposition of MARC STRIGEL, taken  23 pursuant to notice, at Brent Coon &amp;  24 Associates, 1500 J.F.K. Boulevard, Suite 1301,  25 on the above date, beginning at approximately  1:05 p.m., before Michelle L. Gray, Certified  Shorthand Reporter and Notary Public.</p>	<p>1 ... MARC STRIGEL having been  2 first duly sworn, was examined and testified  3 as follows:  4 ---  5 EXAMINATION  6 ---  7 BY MR. HERRICK:  8 Q. Good afternoon, Mr. Strigel. How  9 are you today?  10 A. Good, thanks.  11 Q. I'm going to be asking you the  12 majority of the questions, if not all of the  13 questions today. It's primarily going to  14 revolve around what I think we've referred to  15 in a previous deposition and what you might as  16 well call the North Brothers Hilry Anderson  17 settlement.  18 Is that a term that you are  19 comfortable using?  20 A. Sure.  21 Q. Okay. Let's start off by getting  22 some background information from you. Tell me  23 about your educational background if you  24 would, please?  25 A. Graduated high school in 1994. I</p>
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<p>1 APPEARANCES:  2 JOHN E. HERRICK, ESQUIRE  3 Motley Rice, LLC  4 28 Bridgeside Boulevard,  5 Mt. Pleasant, South Carolina 29465  6 (843) 216-9100  7 Counsel for Plaintiffs  8 DAVID C. MARSHALL, ESQUIRE  9 Hawkins &amp; Parnell, LLP  10 4000 Suntrust Plaza  11 303 Peachtree Street, NE  12 Atlanta, Georgia 30308  13 (404) 614-7591  14 - and -  15 MARCY BRYAN CROFT, ESQUIRE  16 - and -  17 AMANDA D. SUMMERLIN, ESQUIRE  18 Forman, Perry, Watkins,  19 Krutz &amp; Tardy, LLP  20 200 South Lamar Street, Suite 100  21 Jackson, Mississippi 39201  22 (601) 973-8991  23 Counsel for Defendants, NSI &amp; Capritti  24 WILLIAM R. HANLON, ESQUIRE  25 Goodwin Procter, LLP  901 New York Avenue, N.W.  Washington, D.C. 20001  (202) 346-4000  Counsel for PACE &amp; Marc Strigel  ALSO PRESENT: Lane Andrae, Motley Rice  ---  (INDEX at end of transcript.)</p>	<p>1 took some semesters in community college and  2 I'm still working on my degree.  3 Q. Tell me about your work history  4 then?  5 A. At the CCR when I started working on  6 anything in this industry was 1996. I worked  7 there until December of 2001. At that time I  8 went to work for Peterson Consulting, which  9 was also known as PACE; Peterson Asbestos  10 Consulting Enterprises. They, in turn, were  11 taken over by Navigant Consulting, where I  12 still work.  13 At the CCR I worked as a paralegal.  14 At PACE I worked as a claims processor and  15 then a settlements manager. I left that role  16 about two years ago, I think.  17 Q. Did you say claims processor and  18 settlement manager?  19 A. Yes.  20 Q. You said you left that role  21 two years ago. What role?  22 A. Settlements manager role.  23 Q. Okay. Are you still with PACE?  24 A. Well, I'm with Navigant Consulting.  25 PACE is a unit of Navigant Consulting. I'm</p>

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<p>1 not working in that particular unit anymore.</p> <p>2 Q. Okay. How was it -- you told me that</p> <p>3 when you worked for CCR you worked as a</p> <p>4 paralegal. Tell me what kinds of things that</p> <p>5 you did.</p> <p>6 A. Basically we would get settlement</p> <p>7 agreements and I would then review the</p> <p>8 documentation to ensure processing of the</p> <p>9 claims. That documentation would be job site</p> <p>10 information, medical documentation,</p> <p>11 biographical information and releases. And we</p> <p>12 would just make sure that we got the</p> <p>13 documentation that we were supposed to get.</p> <p>14 Q. Okay. You did that for</p> <p>15 approximately five years?</p> <p>16 A. I think the first two years. The</p> <p>17 first year and-a-half I worked in a file room.</p> <p>18 And the rest of the time.</p> <p>19 Q. You started out in the file room and</p> <p>20 worked your way up?</p> <p>21 A. Yes.</p> <p>22 Q. Okay. And when you left the CCR, is</p> <p>23 that because CCR dissolved?</p> <p>24 A. Yes.</p> <p>25 Q. So you stayed through to the end?</p>	<p>1 guessing. You are not going to guess.</p> <p>2 BY MR. HERRICK:</p> <p>3 Q. No. Don't guess.</p> <p>4 If I ask you -- you haven't had your</p> <p>5 deposition taken before, have you?</p> <p>6 A. No, I have not.</p> <p>7 Q. I probably ought to lay this out.</p> <p>8 If I ask you a question that you don't</p> <p>9 understand, let me know that you don't</p> <p>10 understand it and I'll try and rephrase it.</p> <p>11 I'm sure I'll do that over the</p> <p>12 course of the deposition. In fact, I've done</p> <p>13 it already. Feel free to do that. I have no</p> <p>14 pride in my questioning or anything like that.</p> <p>15 I'm not working off of some written outline</p> <p>16 that I labored over for many years. I'm not</p> <p>17 going to have hurt feelings about it.</p> <p>18 A. Okay.</p> <p>19 Q. Let me know if I'm asking a silly</p> <p>20 question, one that doesn't make sense, one</p> <p>21 that you can't answer.</p> <p>22 A. Okay.</p> <p>23 Q. On the other hand, if you do answer</p> <p>24 a question, I'll assume that you understood</p> <p>25 it. Is that fair?</p>
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<p>1 A. Yes.</p> <p>2 Q. And then how is it that you came to</p> <p>3 be employed by Peterson Consulting?</p> <p>4 A. They came in, asked a few people if</p> <p>5 they were interested in working for them. It</p> <p>6 would be similar type of work they explained.</p> <p>7 I interviewed there and a few other</p> <p>8 places. I liked the offer and I went.</p> <p>9 Q. Did you work with folks from PACE</p> <p>10 when you were at CCR?</p> <p>11 A. Yeah, there were a few people over</p> <p>12 -- do you mean people that worked at the CCR</p> <p>13 that moved to PACE?</p> <p>14 Q. Let me ask the question again</p> <p>15 because obviously I didn't do it very well.</p> <p>16 When you were at the CCR were there</p> <p>17 people at PACE who were working in-house for</p> <p>18 lack of a better term at CCR?</p> <p>19 A. Yes.</p> <p>20 Q. What were the circumstances</p> <p>21 surrounding that as best as you can recall?</p> <p>22 A. I don't know. I think they worked</p> <p>23 in the billing department. I'm more guessing</p> <p>24 than anything else.</p> <p>25 MR. HANLON: No, you are not</p>	<p>1 A. Sounds fair.</p> <p>2 Q. If you are uncomfortable with any of</p> <p>3 the terms I'm using, we talked about defining</p> <p>4 the subject of this deposition as the Hilry</p> <p>5 Anderson/NSI settlement. If I'm using terms</p> <p>6 that are not appropriate, let me know, I'll</p> <p>7 rephrase the question. I'm not trying to trip</p> <p>8 you up in any of this or anything like that.</p> <p>9 I want to make sure we're communicating with</p> <p>10 one another?</p> <p>11 A. You got it.</p> <p>12 Q. Also, if at any time you want to</p> <p>13 take a break, let me know, we'll take a break.</p> <p>14 I ask if there's a question pending we resolve</p> <p>15 the question and move on before we take a</p> <p>16 break. The court reporter is taking down</p> <p>17 everything that's said here. It's important</p> <p>18 that we not speak over one another even though</p> <p>19 unlike ordinary conversation where you already</p> <p>20 know what I'm going to say, let me finish my</p> <p>21 question, counsel might wish to object, and</p> <p>22 then you give your answer and it will flow</p> <p>23 more quickly.</p> <p>24 Also, all of your responses need to</p> <p>25 be verbal so the court reporter can take it</p>

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<p>1 down, like a yes or a no, instead of a nod of 2 the head. Those are the basic ground rules. 3 A. Okay. 4 Q. All right. So you started out at 5 CCR in the file room. Then you became more of 6 a paralegal. And would you call your role 7 there a claims processor? 8 A. Yes. They called it a paralegal, 9 but I never went through any sort of 10 certification. 11 Q. How did you learn to become a claims 12 processor? 13 A. Just regular training I guess it 14 was. 15 Q. Was there a manual or handbook or 16 something like that, for lack of a better 17 term, a flowchart on how claims moved to 18 resolution through CCR? 19 A. I never saw one. 20 Q. So I take it somebody had to walk 21 you through that, show you the ropes, but was 22 there a period of apprenticeship or anything 23 that went along with that? 24 A. Well, basically, I went through a 25 training where they explained to us how to</p>	<p>1 Q. Go ahead and answer. If you want me 2 to rephrase it. 3 A. I was going to ask you what did you 4 mean by "resolved". 5 Q. Had the cases already been assigned 6 a settlement value? 7 A. Yes. 8 Q. So you weren't involved in 9 determining what the value was of the cases 10 that you were processing? 11 A. We are not, no. No. 12 Q. And how were you apprised of the 13 value of the case? 14 A. It should be in a settlement 15 agreement. 16 Q. So a term we used this morning was 17 -- yeah, a settlement agreement. A written 18 settlement agreement? 19 A. Yes. 20 Q. A settlement confirmation letter? 21 A. Yes. 22 Q. You are familiar with those two 23 terms? 24 A. Yes. 25 Q. And that would have been a tool that</p>
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<p>1 read things, such as, ILO charts and how to 2 record work history into the system. 3 And there were other people who had 4 been claims processors for a longer period of 5 time and I was told if I had any questions to 6 ask them. 7 Q. And were you given responsibility 8 for a particular group of cases? How did you 9 go about getting assigned claims for you to 10 process? 11 A. At the CCR I guess they did it based 12 on -- they did it based on volume, whomever 13 had enough free time I guess would get the 14 next settlement that came in the door. 15 Q. And were these individual case 16 settlements, groups of cases, or a combination 17 of the two? 18 A. Combination of the two. 19 Q. And when the case came to you for 20 claims administration, had the case already 21 been resolved? 22 MR. MARSHALL: Object to the 23 form of the question. "Resolved" might 24 be -- is vague and ambiguous. 25 BY MR. HERRICK:</p>	<p>1 you used as a claims processor to determine 2 what the value was of the claim? 3 A. Yes. 4 Q. And then beyond that tell me how you 5 went about fulfilling your function? 6 A. Basically, it was data entry into a 7 system. From there we would just take the 8 documentation that was supplied to us from the 9 plaintiff firm. Enter that information into 10 the system. That was pretty much the extent 11 of my responsibility at CCR. 12 Q. What is this system that you were 13 entering information into? 14 A. Back then we just called it the 15 claims system. It was just an Oracle-based 16 system. 17 Q. What information would you enter 18 into the system? 19 A. Biographical information. 20 Q. Let's break that down. 21 A. Date of birth, date of death, if 22 applicable, Social Security Number, name, 23 spouse's name. I think that about covers it. 24 Q. That's the biographical information? 25 A. Yes. And then work history,</p>

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<p>1 occupation, job sites, years worked to and 2 from. Then we would add the medical data 3 which was making sure the documentation 4 corresponded with the disease the claim 5 settled for and the diagnosis date. 6 Q. All right. You said you made sure 7 that the documentation corresponded with the 8 disease settled for? 9 A. Yes. 10 Q. If it was a mesothelioma claim you 11 would want some documentation, a pathology 12 report or an expert report? 13 A. Correct. 14 Q. And if it was an asbestosis claim 15 you would want an ILO report or something like 16 that? 17 A. Correct. 18 Q. And did you actually enter the 19 medical record itself into the system or just 20 the diagnosis from the medical record? 21 A. Just the diagnosis. 22 Q. What else was entered into the 23 system? 24 A. If the claimant was deceased who the 25 estate representative would have been. The</p>	<p>1 blank release request form on it. 2 BY MR. HERRICK: 3 Q. When the plaintiff would fill out 4 that release request form and send it back in, 5 who would they send it to? 6 A. They would send it to the CCR. 7 Q. Did you have any function with 8 respect to the release? 9 A. Yes, we would. 10 Q. Okay. What was that? 11 A. We would get a release request form 12 in and then send out a release, generate the 13 release based on the information on the 14 release request form. 15 Q. What information did you need to 16 have before you would generate the release? 17 A. Whatever was outlined in the 18 settlement agreement. 19 Q. And was it your practice at the CCR 20 that the release would not be generated and 21 sent out until all the information outlined in 22 the settlement agreement had been provided? 23 A. Depending on what the agreement 24 stated. They weren't all written the same 25 way. There was no standard cookie cutter form</p>
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<p>1 date we received the release. That's all I 2 remember right now. 3 Q. I think you mentioned that you got 4 the documentation from the plaintiff's firm. 5 How did the plaintiff's firm know what to send 6 you? 7 A. It should be outlined in the 8 settlement agreement. 9 Q. So that was something that was 10 determined by somebody else before the 11 settlement confirmation letter got to you? 12 A. Yes. 13 Q. And typically, as I understand it, 14 in conjunction with a settlement confirmation 15 letter there would be a release request form 16 that went out? 17 MR. HANLON: Are you asking the 18 questions about the CCR's practice? 19 MR. HERRICK: Yes, I am. 20 MR. HANLON: I'll give you some 21 leeway. It's not relevant to what's at 22 issue. 23 MR. HERRICK: Okay. 24 THE WITNESS: The standard, the 25 usual letter that went out would have a</p>	<p>1 of settlement agreement. 2 Q. Did you have a role in evaluating 3 whether or not the documentation provided by 4 the plaintiff's firm met the requirements of 5 the settlement confirmation letter? 6 A. Usually it's pretty clear. The 7 medical states, like I used earlier, an 8 example of mesothelioma. Clearly the person 9 has it or he clearly doesn't have it. If 10 there was ever a grey area we would ask the 11 defense counsel to clarify the documentation 12 for us. 13 Q. So if someone had settled a case for 14 mesothelioma and provided you all the 15 information requested in the settlement 16 confirmation letter except for the diagnosing 17 medical, what would you do? 18 A. We would notify them that they 19 haven't fulfilled the requirements and we 20 still need the diagnosing medical. 21 Q. And would you not generate a release 22 until that diagnosing medical had been 23 provided? 24 MR. HANLON: I object. He said 25 all settlements were different, that</p>

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<p>1 there was no cookie cutter. You're</p> <p>2 asking questions about settlements that</p> <p>3 by definition were entered into more than</p> <p>4 eight years ago. This deposition is not</p> <p>5 supposed to be about those matters.</p> <p>6 BY MR. HERRICK:</p> <p>7 Q. Go ahead and answer.</p> <p>8 A. I would basically look at the</p> <p>9 settlement agreement. If the settlement</p> <p>10 agreement said we should generate the releases</p> <p>11 once we received everything, then we would</p> <p>12 send out the release.</p> <p>13 Q. How did your duties change, if they</p> <p>14 did, when you went with PACE?</p> <p>15 A. I'm sorry, could you repeat the</p> <p>16 question?</p> <p>17 Q. How did your duties change, if at</p> <p>18 all, when you went to PACE?</p> <p>19 A. At first they were the exact same.</p> <p>20 Q. For how long were they the exact</p> <p>21 same?</p> <p>22 A. A year and-a-half maybe.</p> <p>23 Q. Did your physical location change</p> <p>24 when you started working with PACE?</p> <p>25 A. Yes.</p>	<p>1 settlement manager?</p> <p>2 A. Summer of '07.</p> <p>3 Q. And were your duties basically the</p> <p>4 same throughout the time you were settlement</p> <p>5 manager?</p> <p>6 A. Sure.</p> <p>7 Q. Okay. And so I guess that's about a</p> <p>8 year and-a-half ago, summer of '07?</p> <p>9 A. Yes.</p> <p>10 Q. What happened in the summer of '07,</p> <p>11 what did you do then?</p> <p>12 A. I moved off that project on to a</p> <p>13 different project.</p> <p>14 Q. Did I understand that you moved from</p> <p>15 working for PACE to now working for Navigant?</p> <p>16 A. Navigant is the parent company.</p> <p>17 Navigant is the company. PACE is just a unit</p> <p>18 of Navigant. I was no longer working on the</p> <p>19 PACE project.</p> <p>20 Q. Tell me what you know about when did</p> <p>21 Navigant come into the picture?</p> <p>22 A. I believe it was 2004. In that time</p> <p>23 frame.</p> <p>24 Q. Is it your understanding that</p> <p>25 Navigant bought PACE?</p>
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<p>1 Q. Where did you go?</p> <p>2 A. To their offices which were in</p> <p>3 Princeton, New Jersey just like the CCR, but a</p> <p>4 different location, Lenox Drive.</p> <p>5 Q. Are you still there today?</p> <p>6 A. Down the road a little further. We</p> <p>7 moved from that office.</p> <p>8 Q. The whole operation moved from that</p> <p>9 office to where you are now?</p> <p>10 A. Yes.</p> <p>11 Q. Still on Lenox Drive?</p> <p>12 A. Yes.</p> <p>13 Q. What happened after you were at PACE</p> <p>14 for the year and-a-half that wound up in a</p> <p>15 change of your duties?</p> <p>16 A. I moved from processing claims to</p> <p>17 what they called the settlement manager.</p> <p>18 Q. Okay. And what were your new duties</p> <p>19 as settlement manager?</p> <p>20 A. To take settlements that were coming</p> <p>21 in and make sure they were getting assigned to</p> <p>22 various processors, ensuring that claims were</p> <p>23 billed to insurance carriers, and ensuring</p> <p>24 that payments were made.</p> <p>25 Q. For how long did you continue as</p>	<p>1 A. I'm not sure what that arrangement</p> <p>2 was.</p> <p>3 Q. And was it at that point in time in</p> <p>4 the 2004 time frame that PACE became a</p> <p>5 division of Navigant?</p> <p>6 A. I'm not sure if Navigant was in the</p> <p>7 picture before that or not. It's just I</p> <p>8 remember that there was more of a Navigant</p> <p>9 brand recognition at that time.</p> <p>10 Q. At some point in time did your</p> <p>11 paychecks start being from Navigant as opposed</p> <p>12 to PACE?</p> <p>13 MR. HANLON: Objection to the</p> <p>14 extent that it assumes that his checks</p> <p>15 were ever from PACE.</p> <p>16 BY MR. HERRICK:</p> <p>17 Q. Were your checks at one time written</p> <p>18 by PACE?</p> <p>19 A. As long as I remember they've always</p> <p>20 been Navigant. I don't recall if they were</p> <p>21 anything before Navigant or not.</p> <p>22 MR. HERRICK: Good objection.</p> <p>23 MR. HANLON: Thanks, John.</p> <p>24 BY MR. HERRICK:</p> <p>25 Q. So this event around about 2006,</p>

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<p>1 this increased brand recognition -- excuse me,  2 2004 -- that name "Navigant" wasn't new to you  3 because you had been getting paychecks from  4 Navigant from the time you left CCR; is that  5 fair?  6 A. Yeah, I knew who Navigant was at the  7 time.  8 Q. What are your duties now for  9 Navigant?  10 A. I work in their financial services  11 practice.  12 Q. Give me just a brief description of  13 what that entails?  14 A. Currently. I'm on a project with a  15 client helping them -- it's a client in the  16 financial industry, helping them write HR  17 guidelines.  18 Q. What precipitated the change in the  19 summer of 2007, leaving the PACE division and  20 going with -- going outside the PACE division?  21 A. I had asked my boss that I was  22 looking to do something different.  23 Q. And writing HR guidelines is  24 certainly that.  25 At what point in time did you --</p>	<p>1 A. Correct.  2 Q. Who were you working with -- who was  3 doing the hands-on work processing the  4 settlement?  5 A. Various people over the years.  6 (Document marked for  7 identification as Exhibit Strigel-1.)  8 BY MR. HERRICK:  9 Q. Have you -- let me show you what's  10 been marked as Exhibit Number 1 and ask you if  11 you can identify that.  12 A. It's a subpoena for me to get  13 deposed.  14 Q. Okay. You've seen that before?  15 A. I have.  16 Q. What did you do with that subpoena  17 when you got it?  18 MR. HANLON: This version or an  19 earlier version.  20 BY MR. HERRICK:  21 Q. The earlier version of it, I guess  22 would be the better question?  23 MR. HANLON: Tell him what  24 version you want him to answer about.  25 BY MR. HERRICK:</p>
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<p>1 well, let me ask you this.  2 Did you at some point in time assume  3 responsibility to the Hilry Anderson  4 settlement?  5 A. Yes.  6 Q. When did that happen?  7 A. I believe immediately when I took  8 over as settlement manager.  9 Q. Okay. Was it a new settlement at  10 that point in time or had someone else been  11 handling it prior to you taking responsibility  12 for it?  13 A. The prior settlement manager was  14 handling it at the time.  15 Q. Who was the prior settlement  16 manager?  17 A. Darren DeBelasi.  18 Q. What happened to him?  19 A. He moved to another project also and  20 has since left the firm.  21 Q. And I take it as settlement manager  22 you weren't -- you didn't have the hands-on  23 responsibility of processing the settlements,  24 but you were overseeing the processing of the  25 settlements?</p>	<p>1 Q. You were first served a subpoena to  2 give testimony in December of 2007, right?  3 A. I was never served. Well, I was  4 never -- my boss called me and told me that  5 they received something, that I could be  6 deposed.  7 Q. When was the first time you saw this  8 deposition notice?  9 MR. HANLON: If you have.  10 MR. HERRICK: Yeah, it could be  11 right now.  12 THE WITNESS: They kind of all  13 look the same to me. I'm not sure which  14 one is which.  15 BY MR. HERRICK:  16 Q. That's fair. I think the only  17 difference is the date.  18 What did you do in an attempt to  19 comply with the exhibits to that subpoena and  20 deposition notice?  21 A. I believe I was asked to produce  22 some e-mails.  23 Q. Okay. Anything else?  24 A. I think it was just the e-mails.  25 Q. Do I understand that at some point</p>

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<p>1 in time NSI had hired or worked with PACE to 2 handle their settlement processing? 3 A. That's correct. 4 Q. And that relationship ended at some 5 point in time I understand? 6 A. Yes. 7 Q. When did that end? 8 A. I heard about it, but I'm not sure 9 of exactly when it happened. I don't think -- 10 I think it was after I moved on from PACE. 11 Q. Okay. That was my next question. 12 Have you seen the Hilry Anderson 13 settlement agreement? 14 A. I have. 15 Q. Did you use the Hilry Anderson 16 settlement agreement in performing your duties 17 as settlement manager? 18 A. I did. 19 Q. And tell me how you did that. 20 A. Well, the processors that were 21 working on entering the information in the 22 system, we went through and told them what 23 criteria had to be met to move forward and 24 enter the data into the system. 25 We let them know in cases where it</p>	<p>1 might want to start over. 2 BY MR. HERRICK: 3 Q. Were the appendices what you used in 4 your settlement processing role to determine 5 whether or not criteria were met? 6 A. Yes. 7 Q. Did you use anything from the body 8 of the agreement itself? 9 MR. HANLON: Take your time to 10 review these if you need to. 11 BY MR. HERRICK: 12 Q. Yeah, take all the time you need. 13 MR. HANLON: You are presenting 14 this as the entire settlement agreement, 15 all the appendices that were attached? 16 MR. HERRICK: No. 17 THE WITNESS: Yeah, I used 18 information from the body too. 19 BY MR. HERRICK: 20 Q. What information from the body did 21 you use? 22 A. The number of cases and the total 23 dollar amount. 24 Q. If you look at Paragraph 2 on the 25 front page. It says: Appendix A to this</p>
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<p>1 wasn't met we had to alert plaintiff's counsel 2 that there was a deficiency. 3 Q. If you go back to Exhibit C, I 4 think. That's Exhibit C to Exhibit 1 to your 5 deposition. Is that the Hilry Anderson 6 settlement agreement that we've been talking 7 about? 8 A. Yes. 9 Q. That agreement has a couple of 10 attachments to it, Appendix B; A, medical 11 criteria; B, exposure criteria; and C, 12 timeliness criteria. If you look at the back. 13 MR. HANLON: Is that a 14 question? 15 MR. HERRICK: No I'm just 16 directing him to it. 17 BY MR. HERRICK: 18 Q. Are those the criteria that you used 19 in the settlement processing role? 20 A. Yes. 21 Q. Rather than what's in the agreement 22 itself? 23 MR. HANLON: Your first 24 question did not distinguish between the 25 attachment and the agreement itself. You</p>	<p>1 agreement is a listing of all plaintiffs whose 2 -- and it goes on from there. I don't need to 3 repeat the whole thing. 4 Have you seen Appendix A to this 5 agreement? 6 A. I have. 7 Q. Did you produce a copy of that for 8 your deposition here today? 9 A. I don't recall if I did or not. 10 Q. From whom did you receive the 11 Appendix A to this agreement? 12 MR. MARSHALL: Let me just put 13 one thing on the record now. 14 Mr. Strigel, I'm counsel for 15 NSI. As a representative of NSI, we do 16 assert the attorney/client privilege and 17 work product privilege. We do not waive 18 the privilege for the purpose of the 19 deposition. 20 To the extent that your answer 21 is derived from communications with NSI 22 or its representatives, we will object 23 and so inform you and your counsel. 24 If your answer is derived from 25 a third party, such as, a plaintiff's</p>

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<p>1 lawyer or some other third party, then</p> <p>2 certainly we do not have a valid</p> <p>3 privilege objection. I want to make that</p> <p>4 very clear for the record.</p> <p>5 THE WITNESS: Okay.</p> <p>6 BY MR. HERRICK:</p> <p>7 Q. My question is: From whom did you</p> <p>8 receive the Exhibit A, Appendix A?</p> <p>9 A. A long time ago. I don't recall who</p> <p>10 gave it to me.</p> <p>11 Q. What did you do with it?</p> <p>12 A. We denoted those claims in the</p> <p>13 system as claims that were part of this</p> <p>14 settlement.</p> <p>15 Q. In order to fulfill your role, what</p> <p>16 further was needed to complete the settlement</p> <p>17 of those claims that were listed on Appendix</p> <p>18 A?</p> <p>19 A. The medical criteria was needed.</p> <p>20 The job site criteria was needed. A signed</p> <p>21 and valid release was needed. As well as any</p> <p>22 state paper or documentation or death</p> <p>23 certificate if the person was deceased.</p> <p>24 Q. What was your practice and procedure</p> <p>25 with respect to this settlement agreement in</p>	<p>1 THE WITNESS: We would send a</p> <p>2 deficiency report.</p> <p>3 BY MR. HERRICK:</p> <p>4 Q. Is Fernando Mosquera somebody who</p> <p>5 worked for you processing the Hilry Anderson</p> <p>6 settlement agreement?</p> <p>7 A. Yes.</p> <p>8 MR. HERRICK: Let's mark this</p> <p>9 as 2.</p> <p>10 (Document marked for</p> <p>11 identification as Exhibit Strigel-2.)</p> <p>12 MR. HANLON: Do you have a</p> <p>13 copy?</p> <p>14 MR. HERRICK: No, I do not.</p> <p>15 This is a document that you</p> <p>16 provided. It has Bates number on it.</p> <p>17 This is Bate stamped Strigel</p> <p>18 128 to 152.</p> <p>19 MR. HANLON: Do you want him to</p> <p>20 review the document?</p> <p>21 MR. HERRICK: Only to the</p> <p>22 extent that he needs to answer my</p> <p>23 questions. I'm happy to have him do</p> <p>24 that.</p> <p>25 BY MR. HERRICK:</p>
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<p>1 alerting counsel of deficiencies?</p> <p>2 MR. MARSHALL: I want to impose</p> <p>3 an objection on this settlement</p> <p>4 agreement.</p> <p>5 John, I think we're clear that</p> <p>6 you're talking about the Hilry Anderson</p> <p>7 settlement. Obviously, the Hilry</p> <p>8 Anderson settlement has prolonged over</p> <p>9 many years. For that reason I think when</p> <p>10 you say "this settlement agreement",</p> <p>11 particularly in light of the motion</p> <p>12 that's pending before the court, is vague</p> <p>13 and ambiguous and subject to different</p> <p>14 interpretations.</p> <p>15 BY MR. HERRICK:</p> <p>16 Q. Go ahead and answer.</p> <p>17 A. Could you repeat the question?</p> <p>18 MR. HERRICK: Read it back for</p> <p>19 me, please.</p> <p>20 (Whereupon the court reporter</p> <p>21 read back the requested portion of the</p> <p>22 testimony.)</p> <p>23 THE WITNESS: In alerting</p> <p>24 counsel to what?</p> <p>25 MR. HERRICK: Of deficiencies.</p>	<p>1 Q. Is this one of the e-mails that you</p> <p>2 pulled up in response to the subpoena or was</p> <p>3 this pulled up by someone else, if you know?</p> <p>4 A. I'm not sure.</p> <p>5 Q. If you flip over to the next page.</p> <p>6 I'm sorry, the next page.</p> <p>7 Is that a document whose form is</p> <p>8 familiar to you?</p> <p>9 A. Yes.</p> <p>10 Q. And what would you call that?</p> <p>11 A. A deficiency report.</p> <p>12 Q. And does that document indicate what</p> <p>13 items are missing from various claims?</p> <p>14 A. Yes.</p> <p>15 Q. Mr. Strigel, is the fact that a name</p> <p>16 of a plaintiff appears on that document that's</p> <p>17 before you marked as Exhibit Number 2 mean</p> <p>18 that that plaintiff was on Appendix A to the</p> <p>19 Hilry Anderson settlement agreement?</p> <p>20 A. No.</p> <p>21 Q. Why not?</p> <p>22 A. We received submissions of cases</p> <p>23 that were not on the Attachment A.</p> <p>24 Q. Okay. And what did you do with</p> <p>25 those submissions?</p>

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<p>1 A. That would involve communications 2 with NSI. 3 MR. MARSHALL: Then I would 4 object and place it as privileged. 5 MR. HANLON: Let me consult 6 with my client. 7 MR. HERRICK: Sure. 8 (Short break.) 9 BY MR. HERRICK: 10 Q. When you got a submission from -- 11 let's start more broad than that. 12 When you got a submission from the 13 plaintiff's firm on the Hilry Anderson 14 settlement, what was the first thing you did? 15 A. We received them by the boxes. And 16 they were just assigned to processors to begin 17 working on them. By working on them, seeing 18 if the documentation was there that was called 19 for in the agreement. 20 Q. And as I understand it, it was your 21 job to assign the processors to the Hilry 22 Anderson settlement? 23 A. Yes. 24 Q. So a box comes in and is filled with 25 submissions from Steve Shackelford's office,</p>	<p>1 A. We did notify them that there were 2 claims that were not on the Attachment A in 3 the submissions. I don't recall what form the 4 communication was. 5 Q. Does the fact that a claim was not 6 from a plaintiff who appeared on Appendix A or 7 Attachment A to the Hilry Anderson agreement 8 stop the settlement process? 9 A. At first it did and then we were 10 told to process the claims. 11 Q. And how did you determine the dollar 12 amounts to be allocated to the claims that did 13 not appear on Exhibit A of the Hilry Anderson 14 settlement agreement? 15 A. That would involve communication. 16 MR. MARSHALL: Objection. 17 Privileged. 18 BY MR. HERRICK: 19 Q. So I take it that counsel told you 20 what the allocations were? 21 MR. MARSHALL: Objection. 22 Privileged. 23 MR. HANLON: Instruct him on 24 the privilege assertion not to answer the 25 question.</p>
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<p>1 for example. They are basically a form that 2 lists what the disease process is, who the 3 claimant is, and that sort of thing? 4 A. Yes. 5 Q. When you got those things, what 6 would you do, what was the practice and 7 procedure? 8 A. Someone would review the 9 documentation to see if the medical was there, 10 the work history. And from there they would 11 look to see that the claimant was listed on 12 the Attachment A and that there was an 13 allocation specific to that person, and enter 14 the data into the system. 15 Q. If that person wasn't listed on 16 Attachment A, what happened next? 17 A. At first we noticed that there were 18 quite a few and we informed defense counsel 19 that we were getting submissions that were not 20 on the Attachment A. 21 Q. Did you give any notification to 22 plaintiff's counsel that these submissions 23 were not on Attachment A? 24 A. Yes. 25 Q. And what form did that take?</p>	<p>1 MR. HERRICK: I think that's 2 disingenuous. 3 MR. MARSHALL: If you want to 4 try to ask your question, John -- it's 5 not my business to tell you how to ask 6 your questions. 7 But if you can ask the question 8 to make it clear that you are not asking 9 for attorney/client or work product 10 privileged information and the witness 11 has a basis to answer the question that 12 doesn't involve communication, I would 13 have no basis to assert the privilege and 14 I would not object. 15 If the sole basis of his 16 information is from a communication that 17 he had with one of NSI's representatives, 18 such as, defense counsel, then I think it 19 would be -- I think that would be a 20 waiver of the privilege that you would 21 later say that we waived it. I don't 22 think it's disingenuous. That's 23 certainly not my intent. 24 BY MR. HERRICK: 25 Q. Would it be fair to say that you</p>

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<p>1 didn't know what the value to be assigned to</p> <p>2 any particular claim was without consulting</p> <p>3 with defense counsel?</p> <p>4 A. Could you repeat that?</p> <p>5 Q. Would it be fair to say that you</p> <p>6 didn't know what the value of any particular</p> <p>7 submission was that didn't appear on Exhibit A</p> <p>8 or Appendix A to the Hilry Anderson settlement</p> <p>9 agreement without consulting with defense</p> <p>10 counsel?</p> <p>11 A. Yes. There's no document.</p> <p>12 Q. So the dollar amounts weren't</p> <p>13 provided to you by the plaintiff's counsel?</p> <p>14 A. Again, that would fall under</p> <p>15 communication I had with Marcy.</p> <p>16 MR. MARSHALL: I object.</p> <p>17 MR. HANLON: Wait a second.</p> <p>18 Excuse me.</p> <p>19 MS. CROFT: Misstates his</p> <p>20 testimony.</p> <p>21 (Short break.)</p> <p>22 MR. HANLON: Try again.</p> <p>23 BY MR. HERRICK:</p> <p>24 Q. So I take it then that the</p> <p>25 plaintiff's counsel didn't tell you what the</p>	<p>1 my intent in taking this deposition is</p> <p>2 not to seek privileged communications and</p> <p>3 not to put NSI in the position of having</p> <p>4 to waive broadly, in the broad sense, its</p> <p>5 attorney/client or work product</p> <p>6 privileges.</p> <p>7 So I have agreed with counsel,</p> <p>8 and I will hereby stipulate on the record</p> <p>9 that by asking a question and expecting a</p> <p>10 response to the question that I ask, I</p> <p>11 will not use that response to make the</p> <p>12 argument that NSI has waived any</p> <p>13 applicable privileges it might have with</p> <p>14 respect to this matter.</p> <p>15 MR. MARSHALL: Thank you.</p> <p>16 Is it my further understanding</p> <p>17 that your questions are not intended to</p> <p>18 elicit privileged information?</p> <p>19 MR. HERRICK: That's correct,</p> <p>20 they are not.</p> <p>21 MR. MARSHALL: We could read</p> <p>22 the question back. There's only one</p> <p>23 other objection that I want to note.</p> <p>24 You have asked in this most</p> <p>25 recent line of questioning about a fairly</p>
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<p>1 dollar values were of the claims that didn't</p> <p>2 appear on Appendix A?</p> <p>3 A. Plaintiff's counsel did submit us --</p> <p>4 to me -- the allocations for those claims.</p> <p>5 Q. How does that reconcile with your</p> <p>6 testimony just a few minutes ago that you</p> <p>7 didn't know what the values were unless you</p> <p>8 conferred with counsel?</p> <p>9 A. We did confer with counsel and</p> <p>10 counsel advised us that --</p> <p>11 MR. MARSHALL: Let me make sure</p> <p>12 I'm clear that I don't want to waive the</p> <p>13 attorney/client privilege or the work</p> <p>14 product privilege.</p> <p>15 So if you learned information</p> <p>16 through a communication, a conversation,</p> <p>17 e-mail, correspondence with defense</p> <p>18 counsel, then we do not -- we assert the</p> <p>19 privilege.</p> <p>20 MR. HANLON: Let me talk to</p> <p>21 counsel for NSI.</p> <p>22 (Short break.)</p> <p>23 MR. HERRICK: During the break</p> <p>24 we had a conversation with counsel. And</p> <p>25 I have agreed with counsel for NSI that</p>	<p>1 generic subject matter in the sense that</p> <p>2 you were talking about I think claimants</p> <p>3 not on Exhibit A.</p> <p>4 I think that is perhaps</p> <p>5 overbroad when you try to incorporate</p> <p>6 every claimant involved in this dispute</p> <p>7 that was not on Exhibit A. So I think</p> <p>8 there's an overbreadth objection there.</p> <p>9 With that if you want to have</p> <p>10 the court reporter read the last question</p> <p>11 back we can try to do that.</p> <p>12 (Whereupon the court reporter</p> <p>13 read back the requested portion of the</p> <p>14 testimony.)</p> <p>15 THE WITNESS: We couldn't move</p> <p>16 forward because we didn't have</p> <p>17 allocations. And we told Marcy -- we</p> <p>18 told NSI that we didn't have allocations</p> <p>19 for these claims, they were not on</p> <p>20 Attachment A. They told us to get those</p> <p>21 allocations from plaintiff's counsel.</p> <p>22 BY MR. HERRICK:</p> <p>23 Q. Okay. And then did you go to</p> <p>24 plaintiff's counsel and get those allocations?</p> <p>25 A. We did.</p>

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<p>1 Q. What determined when you would send 2 a release to plaintiff's counsel for a 3 plaintiff to sign? 4 MR. HANLON: Generally? 5 Specific claims? With respect to this 6 agreement? 7 BY MR. HERRICK: 8 Q. With respect to this agreement? 9 A. For the claims in this agreement we 10 would process them to make sure that they 11 qualified for medical documentation, for their 12 job site information, that we received the 13 appropriate biographical information, and that 14 they were on Attachment A, and we had an 15 allocation, and we would then send a release. 16 Q. So a release wouldn't be sent until 17 an allocation had been made? 18 A. Correct. 19 Q. And all the deficiencies, if there 20 were any, had been cured? 21 A. Correct. 22 Q. I guess it's conceivable that you 23 could get a submission, and I imagine you did 24 get submissions that were not deficient in any 25 way, they had all the information on there?</p>	<p>1 overbroad. So I'm not sure there's a 2 uniform answer for all 2,000 plus 3 claimants. To the extent that you can 4 answer the question you can. 5 THE WITNESS: My recollection 6 of the way settlement claim packages came 7 in may have been different from counsel 8 to counsel. And if we had enough 9 information to generate the release we 10 wouldn't ask for anymore. So if there 11 was a cover sheet that represented 12 whatever you want to call it, a release 13 request form, if it had a person's name, 14 whether they were married, Social 15 Security Number, and passed every other 16 qualification, then we would try to 17 generate the release based on the 18 information that we had. 19 BY MR. HERRICK: 20 Q. You didn't routinely send a release 21 request form for claims submitted under this 22 agreement, but you might have requested more 23 information if it wasn't contained in the 24 submission you received? 25 A. I believe that counsel for the most</p>
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<p>1 A. That's correct. 2 Q. And in that instance your settlement 3 processors would log the information into the 4 system, whatever it was you were using at the 5 time, and generate the release? 6 A. That's correct. 7 Q. Who generated the release, was that 8 your function or was that your function as a 9 settlement manager I guess? 10 A. No. The individual processor would 11 generate releases for the claims that he 12 processed and we would try to put them 13 together, as it made logical sense, instead of 14 sending five packages of single releases out 15 through the day, we would put them altogether 16 at the end of the day and send them in one 17 package, or every other day. Whatever seemed 18 to make logical sense. 19 Q. With respect to this settlement, the 20 Hilry Anderson settlement, was there a release 21 request form that went out? 22 MR. MARSHALL: Again, I just 23 object to the overbreadth with the number 24 of claimants, those that were 25 substituted. I think that question is</p>	<p>1 part were sending a cover letter that would 2 have contained anything on a release request 3 form and, therefore, there shouldn't have been 4 a need for us to ask for a release request 5 form. 6 Q. As I understand it, there were -- 7 give me some idea of how many different 8 individuals under your direction were 9 processing claims under the Hilry Anderson 10 settlement? And this is where I want an 11 estimate. Over five, 10, 15, 20? 12 A. 15 or 20 maybe over the years. 13 Q. If I understand with respect to the 14 Hilry Anderson settlement, and correct me if 15 I'm wrong, even at any given point in time, 16 you didn't have a settlement processor or 17 settlement processors who were dedicated to 18 this agreement? 19 MR. HANLON: What do you mean 20 by "dedicated"? 21 MR. HERRICK: If materials came 22 in that it always went to these one or 23 two people. That's what I mean by 24 dedicated. 25 THE WITNESS: I think that</p>

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<p>1 evolved over time. I think for maybe a</p> <p>2 specific time frame somebody may have</p> <p>3 been dedicated to it.</p> <p>4 From start to finish, I</p> <p>5 couldn't speak to that.</p> <p>6 BY MR. HERRICK:</p> <p>7 Q. Let me ask you this. Were you</p> <p>8 responsible for this settlement agreement as a</p> <p>9 settlement manager up until the time you left</p> <p>10 the PACE side?</p> <p>11 A. Yes.</p> <p>12 Q. Who took your place?</p> <p>13 A. Saroja Rajgopal. I can help with</p> <p>14 the spelling. S-A-R-O-J-A, R-A-J-G-O-P-A-L.</p> <p>15 Q. And had this Saroja person been a</p> <p>16 settlement manager prior to you leaving or was</p> <p>17 that a promotion for him when you left?</p> <p>18 A. She --</p> <p>19 Q. Or her. I should have known.</p> <p>20 A. She had different clients where she</p> <p>21 was a manager for.</p> <p>22 Q. So this was just more work for her,</p> <p>23 not necessarily a promotion?</p> <p>24 A. I believe it was a promotion.</p> <p>25 Q. Okay. Excellent.</p>	<p>1 was executed properly, ensure that we had</p> <p>2 a death certificate and state papers if</p> <p>3 the person had been deceased, and we</p> <p>4 would enter a release received date into</p> <p>5 our system.</p> <p>6 BY MR. HERRICK:</p> <p>7 Q. Who made the determination as to</p> <p>8 when the check was cut and sent out?</p> <p>9 A. NSI.</p> <p>10 Q. When you say "NSI" there, are you</p> <p>11 talking about NSI in-house or NSI as</p> <p>12 represented by its attorneys?</p> <p>13 A. I don't understand what you mean by</p> <p>14 in-house.</p> <p>15 Q. Okay. How would you learn whether</p> <p>16 or not a payment had been made?</p> <p>17 A. I was responsible for making</p> <p>18 payments.</p> <p>19 Q. Okay. So someone would notify --</p> <p>20 just tell me how that worked rather than me</p> <p>21 try and guess.</p> <p>22 A. In order for a check to get cut, I</p> <p>23 would have to notify our accounting department</p> <p>24 of what claims were being paid, and that</p> <p>25 direction was given to me from NSI and</p>
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<p>1 With respect to your settlement</p> <p>2 processing role in the Hilry Anderson</p> <p>3 agreement, did your settlement processor do</p> <p>4 any evaluation of the medical records beyond</p> <p>5 just looking to see that the medical records</p> <p>6 supported the malignancy or the nonmalignant</p> <p>7 disease?</p> <p>8 A. I don't believe so. I don't believe</p> <p>9 they should have.</p> <p>10 Q. Based upon the criteria contained in</p> <p>11 the Hilry Anderson settlement, the medical</p> <p>12 criteria, would you agree with me that a case</p> <p>13 could fulfill the medical criteria solely --</p> <p>14 for a nonmalignant case -- solely through a</p> <p>15 provision of a B-read report?</p> <p>16 A. It could, solely through a B-read</p> <p>17 report.</p> <p>18 Q. When you received an executed</p> <p>19 release from the plaintiff, what steps would</p> <p>20 you take in the Hilry Anderson settlement?</p> <p>21 MR. MARSHALL: Same objection</p> <p>22 to the overbreadth of the claimants in</p> <p>23 the Hilry Anderson settlement agreement.</p> <p>24 THE WITNESS: I believe we</p> <p>25 would review the release to make sure it</p>	<p>1 counsel.</p> <p>2 Q. Okay. Let me see if I understand</p> <p>3 this process. When you got a release back you</p> <p>4 would enter it on the system?</p> <p>5 A. Yes.</p> <p>6 Q. And to whom would you give</p> <p>7 notification that the release had been</p> <p>8 received?</p> <p>9 A. We would give updates to NSI and</p> <p>10 their counsel of what information we had</p> <p>11 received from plaintiff's counsel.</p> <p>12 Q. And what -- with what frequency</p> <p>13 would you do that? Let me give you an</p> <p>14 example.</p> <p>15 You mentioned before that if your</p> <p>16 folks had generated releases they wouldn't</p> <p>17 send out five separate packages over the day,</p> <p>18 they would wait until the end of the day and</p> <p>19 send them out all at one time. I'm assuming</p> <p>20 the same worked coming back the other way when</p> <p>21 you got an executed release back. Tell me how</p> <p>22 that worked.</p> <p>23 A. I think it was various depending on</p> <p>24 the time. But NSI, in general, I believe we</p> <p>25 supplied them with reports on a weekly basis.</p>

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<p>1 Q. Then as I understand it, you would 2 be contacted about which claims were going to 3 be paid at some point? 4 A. I would not make the determination 5 of what claims would be paid. 6 Q. Someone else made that determination 7 and communicated it to you? 8 A. Correct. 9 Q. And then you would request a check 10 from accounting? 11 A. That's correct. 12 Q. And who would then mail the check to 13 plaintiff's counsel? 14 A. Our accounting department. 15 Q. So once you requested the check from 16 accounting, was your responsibility with 17 respect to that individual claimant over and 18 done with? 19 A. Yes. 20 Q. Okay. Was there some sort of 21 procedure with respect to how many claims 22 would wind up being paid on a check? 23 A. I don't know if there was a 24 procedure or not that was used. We would just 25 submit our reports and be advised what to pay.</p>	<p>1 process, any materials that relate that 2 information? 3 A. Every agreement is unique in its own 4 way. A supervisor would have to determine 5 what the particular agreement calls for. And 6 then they would relay that information to the 7 processor. 8 Q. Who was Margaret Podstawa? 9 A. One of the supervisors. 10 Q. She was one of the supervisors? 11 A. I'm not sure what time she was made 12 a supervisor. I believe now she's a 13 supervisor. 14 Q. Did she work underneath -- well, did 15 she work for you on the NSI settlement? 16 A. Yes. 17 Q. And that was before she was made a 18 supervisor? 19 A. I'm not exactly sure when she was 20 made a supervisor, when she was a supervisor. 21 Q. Do you know if by July of 2005 she 22 had been made a supervisor? 23 A. I think so. 24 Q. While you were processing the Hilry 25 Anderson settlement for NSI with this group of</p>
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<p>1 I don't know what thought process went into 2 that. 3 Q. I take it there were instances where 4 one claim was paid and instances where 5 multiple claims were paid? 6 A. Yeah. 7 Q. Okay. So there wasn't any 8 particular rhyme or reason to that? 9 A. Not that I could see. 10 MR. HANLON: Good time for a 11 5-minute break? 12 MR. HERRICK: Sure. 13 (Short break.) 14 BY MR. HERRICK: 15 Q. I didn't ask you, Mr. Strigel, but 16 with respect to training materials at PACE, 17 have you utilized those in training your new 18 settlement processors when they come in? 19 A. They have materials on how to use 20 the system, things like that. 21 Q. Okay. Anything like a flowchart for 22 how the settlement processing system works? 23 A. How the system works, yeah. 24 Q. How about the settlement process 25 itself, the steps towards the settlement</p>	<p>1 plaintiffs, and this group of plaintiff 2 counsel, you were also processing settlements 3 on behalf of other defendants, were you not? 4 A. Yes. 5 Q. And were you assigned those as well? 6 A. Yes. 7 Q. Okay. And that would have been 8 Amchem, CertainTeed and Union Carbide? 9 A. They had settlements. 10 Q. With respect to the settlements that 11 you were processing for Amchem, Union Carbide 12 and CertainTeed, you didn't send out a release 13 until -- 14 MR. HANLON: Unless you can 15 show me some relevance to this particular 16 agreement, I'm not going to let him 17 answer any questions about other 18 defendants. They consider that 19 information confidential. I don't see 20 how it relates to the NSI settlement, 21 which is the subject of the notice on 22 which we're appearing here. 23 MR. HERRICK: Because they are 24 all dealt with together. 25 BY MR. HERRICK:</p>

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<p>1 Q. When you sent out a release with</p> <p>2 respect to CertainTeed, Amchem and Union</p> <p>3 Carbide, it was because a settlement had</p> <p>4 already been funded?</p> <p>5 MR. HANLON: Instruct you not</p> <p>6 to answer.</p> <p>7 MR. HERRICK: Certify the</p> <p>8 question.</p> <p>9 MR. MARSHALL: I would join in</p> <p>10 that objection.</p> <p>11 MR. HERRICK: Why don't you</p> <p>12 have a look at that before I ask any</p> <p>13 questions about it. I don't have another</p> <p>14 copy, I apologize.</p> <p>15 MR. HANLON: It doesn't appear</p> <p>16 to be something I produced.</p> <p>17 MR. HERRICK: It's not.</p> <p>18 MR. MARSHALL: We'll have the</p> <p>19 same stipulation as far as filing of the</p> <p>20 deposition being under seal that we</p> <p>21 discussed earlier with Mr. Capritti's</p> <p>22 deposition also apply to this deposition.</p> <p>23 MR. HERRICK: Fine.</p> <p>24 (Document marked for</p> <p>25 identification as Exhibit Strigel-3.)</p>	<p>1 product privilege, I'm going to seek --</p> <p>2 MR. HANLON: It's not the</p> <p>3 subject of your notice. It's not the</p> <p>4 subject of this deposition. It's not</p> <p>5 what he's asked to be here for.</p> <p>6 MR. HERRICK: I don't care.</p> <p>7 It's all lumped in together.</p> <p>8 MR. HANLON: No, it's not</p> <p>9 lumped in together. Here is your notice.</p> <p>10 I don't see anything in here about any</p> <p>11 company except NSI.</p> <p>12 MR. HERRICK: You are on</p> <p>13 notice.</p> <p>14 MR. HANLON: You are on notice</p> <p>15 too.</p> <p>16 BY MR. HERRICK:</p> <p>17 Q. Do you know who Margaret Podstawa</p> <p>18 was?</p> <p>19 A. Yes.</p> <p>20 Q. Let me have that back.</p> <p>21 MR. HANLON: It would be nice</p> <p>22 if you had a copy of the document so that</p> <p>23 he could look at it while you are asking</p> <p>24 him questions about the document.</p> <p>25 MR. HERRICK: Let's take a</p>
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<p>1 BY MR. HERRICK:</p> <p>2 Q. My question before I marked that</p> <p>3 document was: Would you agree with me that</p> <p>4 before a release was sent out by Amchem,</p> <p>5 CertainTeed or Union Carbide, that that</p> <p>6 settlement had been funded?</p> <p>7 MR. MARSHALL: Object to form.</p> <p>8 MR. HANLON: I instruct him not</p> <p>9 to answer again.</p> <p>10 MR. HERRICK: Counsel, I will</p> <p>11 seek sanctions and costs. That is not</p> <p>12 attorney/client privileged.</p> <p>13 MR. HANLON: The general</p> <p>14 question as to another defendant is</p> <p>15 considered confidential information by</p> <p>16 that client and by Navigant. You are not</p> <p>17 here to ask questions about anybody but</p> <p>18 NSI.</p> <p>19 MR. HERRICK: It's not a</p> <p>20 legally recognizable privilege. It's not</p> <p>21 a legally cognizable privilege.</p> <p>22 I'm putting you on notice. If</p> <p>23 you're going to instruct your client not</p> <p>24 to answer on the basis of something other</p> <p>25 than attorney/client privilege or work</p>	<p>1 break.</p> <p>2 (Short break.)</p> <p>3 BY MR. HERRICK:</p> <p>4 Q. There were some cases under this</p> <p>5 deal that were paid \$1,000, right?</p> <p>6 MR. HANLON: Which are you</p> <p>7 referring to?</p> <p>8 BY MR. HERRICK:</p> <p>9 Q. NSI, the Hilry Anderson deal?</p> <p>10 A. I forget what the allocations were</p> <p>11 to be honest with you.</p> <p>12 Q. Do you know what the total amount</p> <p>13 NSI paid out under this Hilry Anderson</p> <p>14 settlement?</p> <p>15 A. The exact figure, no.</p> <p>16 Q. Do you know whether or not it was</p> <p>17 more than the \$22 million listed in the</p> <p>18 agreement?</p> <p>19 A. It was more.</p> <p>20 Q. Do you know how much more</p> <p>21 approximately?</p> <p>22 A. Two million.</p> <p>23 MR. HANLON: You are not</p> <p>24 guessing, are you? We don't want you to</p> <p>25 guess.</p>

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1 THE WITNESS: Yeah, I'm  
2 guessing.  
3 BY MR. HERRICK:  
4 Q. You'll agree with me that some of  
5 the cases that were paid pursuant to this  
6 agreement were what PACE has termed "futures  
7 cases"?  
8 A. There are cases that were not on the  
9 Attachment A that were paid. And throughout  
10 the course of this settlement I think some  
11 people called them substitutions. Some people  
12 called them futures. I think that those two  
13 terms just got mixed up a lot.  
14 Ultimately, I wouldn't put a clear  
15 definition on what PACE called them because I  
16 don't think we had a clear definition of  
17 those.  
18 MR. HERRICK: Let's mark this.  
19 (Document marked for  
20 identification as Exhibit Strigel-4.)  
21 BY MR. HERRICK:  
22 Q. I just handed you Exhibit Number 4.  
23 Can you identify that?  
24 MR. HANLON: Give him a chance  
25 to read it, will you?

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1 THE WITNESS: Yeah. This is  
2 sort of a system generated letter that  
3 goes out when we send releases.  
4 BY MR. HERRICK:  
5 Q. The signatory to that letter is who?  
6 A. Margaret Podstawa.  
7 Q. Is that on PACE letterhead?  
8 A. It is.  
9 Q. Do you recognize that as a PACE  
10 document?  
11 A. Yes.  
12 Q. And I guess this is when they  
13 started doing the branding because the  
14 Navigant logo makes up the "A", or am I wrong  
15 about that?  
16 A. Yep. Yep.  
17 Q. And what does this letter tell you  
18 about where that particular case referenced in  
19 Strigel Exhibit Number 4 fits in with the  
20 Hilry Anderson NSI settlement?  
21 MR. HANLON: Which case are you  
22 referring to?  
23 MR. HERRICK: The one  
24 referenced in Exhibit 4.  
25 MR. HANLON: I don't see it.

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1 Can you help me?  
2 MR. HERRICK: Okay. I'm sorry,  
3 you're right.  
4 BY MR. HERRICK:  
5 Q. That letter indicates a list of  
6 cases for whom releases were provided as  
7 enclosed with the letter, correct?  
8 A. Yes.  
9 Q. And was that the typical procedure  
10 at PACE at or about this time in 2006?  
11 A. Yeah. When we would create releases  
12 we would accompany those with cover letters  
13 such as this one.  
14 Q. And this cover letter specifically  
15 talks about releases for 11/1/2001 Hilry  
16 Anderson futures settlement, correct?  
17 A. Yes.  
18 Q. And it also references it's a  
19 National Service Industries or North Brothers  
20 releases?  
21 A. Yes.  
22 Q. Does this tell you at least that  
23 with respect to the releases on the enclosure  
24 that we do not have a copy of here, that these  
25 were future settlements for the NSI

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1 settlement?  
2 MR. MARSHALL: I'm going to  
3 object. I think to have the witness talk  
4 about futures in the context of this  
5 motion is vague, ambiguous. People use  
6 it differently. So I object to the  
7 question.  
8 BY MR. HERRICK:  
9 Q. Go ahead and answer my question.  
10 A. This is actually a system generated  
11 letter. Where you see the bolded print,  
12 "11/1/2001 Hilry Anderson Futures", the way  
13 the system is setup is we do a process which  
14 is called tagging claims to a settlement  
15 agreement.  
16 In this particular agreement we  
17 tagged all the cases that were on the  
18 Attachment A to the Hilry Anderson settlement.  
19 We were told at some time to process cases  
20 that were not on the Attachment A.  
21 The way our system is setup, we have  
22 to tag them to some type of group -- grouping  
23 if you will. At that time it was given the  
24 name "Hilry Anderson Futures". And nobody had  
25 the foreknowledge to see that this might be on

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<p>1 a system generated letter one day and somebody</p> <p>2 may refer to those claims as futures claims</p> <p>3 based on some decision of what to call a</p> <p>4 tagging group, which was probably done in 2001</p> <p>5 as part of our process that nobody gave more</p> <p>6 than two seconds of thought to what to tag</p> <p>7 these claims to.</p> <p>8 This is a system generated letter</p> <p>9 where somebody didn't say, hey, these are for</p> <p>10 futures cases, let me call it that in the</p> <p>11 title. This is a printout based on our</p> <p>12 system, unfortunately.</p> <p>13 Q. Does that mean that you're able to</p> <p>14 tell that none of the -- and we don't know</p> <p>15 because we don't have the attachment to</p> <p>16 Exhibit Number 4. We don't know what case</p> <p>17 numbers are on there.</p> <p>18 But does that tag line, for lack of</p> <p>19 a better term, indicate to you that none of</p> <p>20 these NSI claimants were on the schedule or</p> <p>21 the Exhibit A to the NSI agreement?</p> <p>22 A. It wouldn't, and I'll tell you why.</p> <p>23 Perhaps several processors could have</p> <p>24 processed releases that day, generated</p> <p>25 releases that day. Some of them may have been</p>	<p>1 MR. HERRICK: I've got it right</p> <p>2 here.</p> <p>3 BY MR. HERRICK:</p> <p>4 Q. As you can tell from the subject</p> <p>5 line there, it says "former CCR futures"?</p> <p>6 A. Yes. It does say former CCR</p> <p>7 futures.</p> <p>8 Q. That was what Margaret Podstawa</p> <p>9 called the subject matter of this particular</p> <p>10 e-mail, right?</p> <p>11 A. That's what Margaret Podstawa called</p> <p>12 this particular e-mail, yes.</p> <p>13 Q. And when we're talking about former</p> <p>14 CCR futures, NSI would fit that bill in terms</p> <p>15 of former CCR, right?</p> <p>16 A. They were a former CCR client,</p> <p>17 correct.</p> <p>18 Q. And, in fact, this one is also</p> <p>19 talking about CertainTeed, Amchem and Union</p> <p>20 Carbide, all of whom are former CCR?</p> <p>21 A. That's correct.</p> <p>22 Q. Have you seen any documentation that</p> <p>23 was shared with plaintiff's counsel which</p> <p>24 termed these cases that were resolved by NSI</p> <p>25 pursuant to the Hilry Anderson settlement and</p>
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<p>1 from the original Attachment A, some of them</p> <p>2 may have been in the secondary grouping which</p> <p>3 is described as the futures.</p> <p>4 They didn't print out 20 different</p> <p>5 cover letters. This, perhaps, is the one that</p> <p>6 they picked out. No rhyme or reason why.</p> <p>7 They just knew they had to have a cover</p> <p>8 letter. Didn't think of what it said and they</p> <p>9 are just sending you guys releases. That's</p> <p>10 probably as far as they thought it through.</p> <p>11 That listing could contain</p> <p>12 Attachment A claims. It could contain</p> <p>13 releases which were not on the Attachment A.</p> <p>14 Q. Are you telling me then that all of</p> <p>15 the letters that went out after a certain</p> <p>16 point in time referencing the Hilry Anderson</p> <p>17 settlement called it the Hilry Anderson</p> <p>18 Futures settlement?</p> <p>19 A. I couldn't tell you. I never looked</p> <p>20 into them.</p> <p>21 Q. If we go back to Exhibit Number 3,</p> <p>22 which is the e-mail chain from Margaret</p> <p>23 Podstawa.</p> <p>24 MR. HANLON: You have to give</p> <p>25 that back to us.</p>	<p>1 didn't appear on the Appendix A to the</p> <p>2 agreement, have you seen any correspondence to</p> <p>3 plaintiff's counsel that termed those cases</p> <p>4 substitution cases?</p> <p>5 A. I have.</p> <p>6 Q. To plaintiff's counsel?</p> <p>7 A. I've seen them called substitutions.</p> <p>8 I'm not sure if I know if that had been -- if</p> <p>9 that had been sent to plaintiff's counsel or</p> <p>10 if that was sent to us.</p> <p>11 MR. HERRICK: I'll state for</p> <p>12 the record that I've been produced</p> <p>13 nothing, counsel. I assume to the extent</p> <p>14 that there's any documents referring to</p> <p>15 these cases as substitutions, that they</p> <p>16 are documents with which NSI has claimed</p> <p>17 a privilege which indicates to me that</p> <p>18 they didn't come to plaintiff's counsel</p> <p>19 because those obviously would not be</p> <p>20 privileged documents.</p> <p>21 MR. MARSHALL: I agree with</p> <p>22 you, John, that if they went to the</p> <p>23 plaintiff's counsel they would not be</p> <p>24 privileged documents.</p> <p>25 However, you have equal, if not</p>

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<p>1 greater ability, to access the documents 2 received by the plaintiff's counsel. So 3 I don't think it's our obligation to 4 produce all the nonprivileged documents 5 that you receive. So I reject your 6 assertion. 7 MR. HERRICK: Okay. 8 (Document marked for 9 identification as Exhibit Strigel-5.) 10 BY MR. HERRICK: 11 Q. Do you recognize that as an e-mail 12 that you sent on or about November 9th of 13 2005? 14 MR. HANLON: There's two 15 e-mails. 16 MR. HERRICK: There's one that 17 has anything other than a forward in it, 18 right? 19 MR. HANLON: It looks to me 20 there's one from Angela Jordan, there's 21 one from Ellen Duvall, and there's one 22 from Marc Strigel. So there are three 23 e-mails here. It's your document. I'm 24 just pointing out to him that it's not 25 one e-mail. It's three.</p>	<p>1 What do you mean by that? 2 A. Well, at the time I only understood 3 there to be claims on the Attachment A and 4 claims not on the Attachment A, and my only 5 understanding at the time I guess was that 6 they -- claims not on the Attachment A were 7 futures claims. 8 Q. Okay. And, again, this was 9 November 9, 2005; is that fair? 10 A. Yeah, that's the date, November 9, 11 2005. 12 Q. Was there an attachment to this 13 e-mail? 14 A. There doesn't appear to be. 15 Q. Okay. 16 (Document marked for 17 identification as Exhibit Strigel-6.) 18 BY MR. HERRICK: 19 Q. I don't want to ask you about the 20 whole thing. If you want to look at the last 21 two pages. 22 A. Did you mean not to include this 23 one? So did you mean these two pages, the 24 ones you have tabbed? 25 Q. No, not necessarily. If they don't</p>
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<p>1 BY MR. HERRICK: 2 Q. Do you recognize the e-mail typed by 3 you there? 4 A. Yes. 5 Q. Which you sent to Amanda Summerlin? 6 A. Yes. 7 Q. And Wallace Nuttycombe was one of 8 your settlement processors, is that correct? 9 A. Correct. 10 Q. And for a time he was -- well, he 11 was assigned at least some of the claims from 12 the Hilry Anderson NSI settlement? 13 A. Yes. 14 Q. You write to Amanda: We have about 15 \$275,000 payable to them and we will cut a 16 check in the next few days. 17 To what are you referring there? 18 A. I have no idea. That could be for 19 any one of the defendants for any one of the 20 settlements. There's nothing in here that 21 tells me what I'm referencing. 22 Q. It goes on to say: For the NSI 23 claims that they need releases, most are not 24 on the original Attachment A which means they 25 are futures.</p>	<p>1 relate, they don't relate. That's just how 2 they were segregated to me. 3 A. This e-mail is the same as this. 4 Q. Okay. 5 MR. HANLON: Is there a 6 question? 7 MR. HERRICK: Yeah. 8 THE WITNESS: Okay. 9 BY MR. HERRICK: 10 Q. There's some discussion there about 11 the term "payable". And how does -- how do 12 you understand that term to be used as a 13 representative of PACE and someone who has 14 worked with -- and I guess that's Wallace 15 Nuttycombe? 16 A. Yep. 17 MR. MARSHALL: For the record, 18 can we identify which e-mail we're 19 referring to so when we review the record 20 later? 21 MR. HERRICK: How many pages in 22 is that? 23 MR. MARSHALL: Or by date. 24 MR. HERRICK: Date and time 25 would be easiest.</p>

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<p>1 THE WITNESS: E-mail from 2 Wallace Nuttycombe to Sharon Edwards on 3 February 7, 2006, at 9:40 a.m. 4 MR. MARSHALL: Thank you. 5 THE WITNESS: The way I 6 interpret what Wallace is saying, he 7 states: They are payable, however, need 8 client approval to actually be paid. 9 What he means there is there's 10 nothing needed from our end to make 11 payment with the exception of client 12 approval. 13 BY MR. HERRICK: 14 Q. So, in other words, you've got 15 everything -- PACE had everything that they 16 needed? 17 A. Except client approval. 18 Q. And you told me earlier in this 19 deposition that you wouldn't send -- would 20 that indicate to you that you already have a 21 release? 22 A. That would indicate to me that we 23 already have a release. 24 Q. And you told us earlier in this 25 deposition that you wouldn't send out a</p>	<p>1 A. That's correct. 2 MR. HANLON: I wish you were 3 just interested in Hilry Anderson. 4 BY MR. HERRICK: 5 Q. The weekly report would encompass 6 all of the settlement agreements that you were 7 working on for NSI? 8 A. That is correct. 9 Q. And let's focus back now on the 10 Hilry Anderson NSI settlement. To the extent 11 that you had cases where all your work had 12 been done; they were ready to be payable, I 13 guess is the term you used; and you're waiting 14 for the client's go ahead to pay the cases, 15 would those stay on the weekly report until 16 they were paid, or did you send them that one 17 time and then you didn't send it to them again 18 because you already sent it to them? 19 A. It would stay on the weekly report. 20 Q. Did the weekly report also include 21 the dollar amounts that were allocated for the 22 particular claims? 23 A. It did not give a claim by claim 24 allocation. It gave an overall amount and 25 number of claims. And if they requested</p>
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<p>1 release unless you already had an allocation 2 from the client, correct? 3 A. That is correct. 4 Q. That's all I have for that one. 5 Was there a time when NSI quit 6 paying the Hilry Anderson settlement? 7 A. I don't know what they are doing as 8 of now. I haven't worked on this project for 9 quite some time. 10 Q. During the time you were there, I 11 take it you never got a notification from NSI 12 to stop processing Hilry Anderson claims? 13 A. I believe we continued processing 14 Hilry Anderson claims. 15 Q. Okay. You told me before that when 16 you got releases in on the Hilry Anderson 17 claims you would notify the client, I think 18 what you said is you would do a weekly report? 19 A. We would give them a weekly report, 20 not necessarily for any settlement they had. 21 It was all inclusive. It was not a weekly 22 report just for the Hilry Anderson. 23 Q. The weekly report was much broader 24 than what I'm interested in which is the Hilry 25 Anderson settlement?</p>	<p>1 anything specific beyond that, we would 2 provide them with reports on an ad hoc basis. 3 Q. What other information would be 4 contained in the report? 5 MR. HANLON: On an ad hoc 6 basis? 7 MR. HERRICK: No, no, no. 8 BY MR. HERRICK: 9 Q. Let me start again. 10 What I really want to know is was it 11 just a report or was there a separate report 12 for claims where you all had done everything 13 you had to do and they were now payable and 14 just waiting for the go ahead from NSI to cut 15 the check, was that -- were all of those 16 claims on one report? 17 A. Yes, but by settlement, not on a 18 claim by claim basis. 19 Q. What do you mean by settlement? 20 A. Law firm A may have a settlement 21 with NSI. That settlement would be listed as 22 law firm A, number of claims, dollar amount, 23 settlement date. And so on and so forth. 24 For this example, let's say Hilry 25 Anderson would be noted, the number of claims</p>

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<p>1 and the dollar amounts that we've processed up 2 to that day. 3 Q. When you left the PACE side of 4 things, do you recall about what the dollar 5 amount was for claims waiting to be paid for 6 the Hilry Anderson settlement? 7 A. I don't. 8 Q. But that's a running total that you 9 provided to NSI, so NSI would be -- NSI could 10 look at that weekly report and know exactly 11 what PACE had already approved for the Hilry 12 Anderson settlement? 13 A. NSI would be able to take the last 14 e-mail, I guess as far as I can tell from what 15 I had, and see how many claims we had 16 processed and the value of those claims. 17 Q. Do you recall having a conversation 18 with Joe Rice of my firm about the settlement? 19 A. I do. 20 Q. In that conversation do you recall 21 telling him that Marcy was holding up the 22 payment of these Hilry Anderson claims? 23 A. I don't remember what the exact 24 wording was, but the overall thought I wanted 25 to convey was that it was out of my hands and</p>	<p>1 document from PACE? 2 A. This would be very easy for us to 3 produce, yeah. 4 Q. And what is that, would that be 5 something that would accompany a check that 6 PACE had mailed out? 7 A. I'm not sure if they enclose -- at 8 one time they had lists. At another time they 9 didn't. I'm not sure. 10 Q. That was not your function? 11 A. No. This is an accounting function. 12 Q. Okay. 13 (Document marked for 14 identification as Exhibit Strigel-8.) 15 BY MR. HERRICK: 16 Q. In the middle of that exhibit 17 there's an e-mail from you which says: I'm 18 checking with Marcy to see what she wants me 19 to pay. 20 Give me some context for that, if 21 you would please. 22 A. It's basically what I had said 23 before about we supply a list of what we 24 processed to date. And from there we are told 25 what to pay and then we pay it.</p>
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<p>1 that he needed to speak with NSI and their 2 defense counsel. 3 Q. Do you recall at some point in time 4 with respect to this settlement that there 5 were 114 claims that sat in a box in the 6 corner of a former Navigant employee's office 7 for almost a year? 8 A. I don't remember that. But if it 9 happened, it's not good. 10 Q. If it happened it wouldn't surprise 11 you? 12 MR. HANLON: He didn't say 13 that. You said that. 14 MR. HERRICK: I did say that. 15 BY MR. HERRICK: 16 Q. Would it surprise you? 17 A. It would surprise me. 18 (Document marked for 19 identification as Exhibit Strigel-7.) 20 BY MR. HERRICK: 21 Q. That exhibit, Exhibit Number 7, the 22 last page of that is a document from PACE, is 23 it not? 24 A. It is. 25 Q. Are you familiar with that type of</p>	<p>1 (Document marked for 2 identification as Exhibit Strigel-9.) 3 THE WITNESS: Do you want to 4 refer to all of these? 5 MR. HERRICK: Yeah, you're 6 probably going to. Sorry. 7 BY MR. HERRICK: 8 Q. Are you ready? 9 A. Yep. 10 Q. I'm actually asking about the first 11 page of that e-mail chain. It's an e-mail 12 from Marcy to Joe Rice and yourself on 13 January 17, 2007, at 12:48 p.m. 14 Do you see that? 15 A. Yes. 16 Q. She says: I have asked Marc for the 17 most up-to-date list of all unpaid claims and 18 their status. 19 Did you provide that to her? 20 A. Yes. 21 Q. Did she already have at the time 22 that she wrote this e-mail the list of cases 23 that were payable? 24 A. I wouldn't think so. 25 Q. Was that not something that was</p>

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<p>1 provided on a regular basis?</p> <p>2 A. The number of claims and the amount</p> <p>3 of claims we had processed was probably</p> <p>4 provided.</p> <p>5 Q. But not the list themselves. Okay.</p> <p>6 In response to this e-mail and</p> <p>7 request from Marcy, what did you do?</p> <p>8 A. I'm sure I complied with her</p> <p>9 request.</p> <p>10 Q. Okay.</p> <p>11 (Document marked for</p> <p>12 identification as Exhibit Strigel-10.)</p> <p>13 MS. CROFT: Did you mean to</p> <p>14 attach this e-mail chain, the letter on</p> <p>15 the back, or are they separate?</p> <p>16 MR. HERRICK: It beats me. It</p> <p>17 really doesn't have any significance.</p> <p>18 MS. CROFT: As long as we are</p> <p>19 not alleging they were part of the e-mail</p> <p>20 chain, that's fine.</p> <p>21 BY MR. HERRICK:</p> <p>22 Q. That's got most of the same e-mail</p> <p>23 chain on it.</p> <p>24 A. Okay.</p> <p>25 Q. With the exception of the very top,</p>	<p>1 field for that on that particular report?</p> <p>2 A. Yeah. At this point I would feel</p> <p>3 more comfortable checking each claim to</p> <p>4 Attachment A to verify that.</p> <p>5 Q. Who has Attachment A?</p> <p>6 A. I believe Navigant has a copy of it.</p> <p>7 Q. Do you know why that wasn't provided</p> <p>8 in response to the Notice of Deposition?</p> <p>9 A. I don't.</p> <p>10 Q. Are you able to look at that report</p> <p>11 that's attached to Exhibit 10 and determine</p> <p>12 whether or not that was one that either you</p> <p>13 created or was created at your request?</p> <p>14 A. This report?</p> <p>15 Q. Yes.</p> <p>16 A. This report was created by PACE.</p> <p>17 Q. Okay. Was that something that you</p> <p>18 had done in response to Marcy's request, or do</p> <p>19 you know?</p> <p>20 A. I don't know.</p> <p>21 Q. Let me hand you a copy of Capritti</p> <p>22 Exhibit Number 2. I'll ask you to take a</p> <p>23 quick look at that if you would.</p> <p>24 MR. HERRICK: Let's take a</p> <p>25 short break.</p>
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<p>1 I think is different.</p> <p>2 MR. HANLON: And the</p> <p>3 attachment.</p> <p>4 BY MR. HERRICK:</p> <p>5 Q. That appears to be in response to</p> <p>6 the previous exhibit that we looked at, the</p> <p>7 request for you to provide some information</p> <p>8 about the status of claims?</p> <p>9 A. Yes.</p> <p>10 Q. There's an attachment to that. What</p> <p>11 is that attachment?</p> <p>12 A. The attachment is a deficiency</p> <p>13 report.</p> <p>14 Q. Is there any indication on that</p> <p>15 deficiency report as to whether or not those</p> <p>16 claims listed were present claims or futures</p> <p>17 claims under the Hilry Anderson settlement</p> <p>18 agreement?</p> <p>19 MR. MARSHALL: Same objection</p> <p>20 on the futures terminology.</p> <p>21 THE WITNESS: I can't decipher</p> <p>22 from this report if they are Attachment A</p> <p>23 claims or claims not on the Attachment A.</p> <p>24 BY MR. HERRICK:</p> <p>25 Q. And is that because there's not a</p>	<p>1 (Short break.)</p> <p>2 BY MR. HERRICK:</p> <p>3 Q. You've now had a chance to look at</p> <p>4 Capritti Exhibit Number 2?</p> <p>5 A. I have.</p> <p>6 Q. Is that a document that you've seen</p> <p>7 before? And by that I'm not referring to the</p> <p>8 letter to Marcy, but the attachment to it?</p> <p>9 A. Yes.</p> <p>10 Q. And do you understand that to be</p> <p>11 Exhibit A to the settlement agreement?</p> <p>12 A. Yes.</p> <p>13 Q. Well, that was helpful.</p> <p>14 Is there a way to determine how many</p> <p>15 of those Exhibit A plaintiffs remain unpaid?</p> <p>16 A. I guess just the manual</p> <p>17 reconciliation of the list versus what was</p> <p>18 paid.</p> <p>19 Q. Is that something that you've done</p> <p>20 in the past?</p> <p>21 A. Yeah.</p> <p>22 Q. When you were requested by Marcy --</p> <p>23 MR. HERRICK: I'm sorry I'm</p> <p>24 being so familiar with everybody here.</p> <p>25 Ms. Croft.</p>

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<p>1 MS. CROFT: I would prefer you</p> <p>2 to use Mrs. Croft.</p> <p>3 BY MR. HERRICK:</p> <p>4 Q. -- for the most up-to-date list of</p> <p>5 unpaid claims and their status in your Exhibit</p> <p>6 Number 10, Strigel-10, did you do that manual</p> <p>7 reconciliation and let her know what claims</p> <p>8 from Exhibit A remained unpaid?</p> <p>9 A. I believe that was claims that we</p> <p>10 had processed and received releases on that</p> <p>11 were not paid. I do not believe that included</p> <p>12 claims where there were deficiencies where</p> <p>13 there were releases not submitted.</p> <p>14 Q. It would be fair to say that with</p> <p>15 respect to this agreement, being the Hilry</p> <p>16 Anderson agreement, the NSI agreement, that if</p> <p>17 the releases had been generated, that meant</p> <p>18 that to the extent that there had ever been</p> <p>19 any deficiencies, those deficiencies had been</p> <p>20 cured?</p> <p>21 MR. MARSHALL: Object to the</p> <p>22 form of the question. Assumes facts not</p> <p>23 in evidence.</p> <p>24 THE WITNESS: If the release</p> <p>25 was generated it would mean that there</p>	<p>1 Q. Okay. And when did you do that?</p> <p>2 A. I don't think I could give you the</p> <p>3 exact dates. I'm not sure. But I could say</p> <p>4 that deficiency reports were created where I</p> <p>5 believe the wording would have been something</p> <p>6 along the lines of an unapproved doctor.</p> <p>7 Q. And the criteria that you utilized</p> <p>8 in processing this claim -- the claims</p> <p>9 submitted under the Hilry Anderson NSI</p> <p>10 settlement -- didn't have any restrictions on</p> <p>11 doctors, did they?</p> <p>12 MR. MARSHALL: Object to the</p> <p>13 form. The document speaks for itself. I</p> <p>14 think the question is overbroad. But you</p> <p>15 can answer.</p> <p>16 MR. HANLON: Can I have the</p> <p>17 question back?</p> <p>18 (Whereupon the court reporter</p> <p>19 read back the requested portion of the</p> <p>20 testimony.)</p> <p>21 THE WITNESS: We used the</p> <p>22 agreement for the criteria and the</p> <p>23 agreement did not have a restriction on</p> <p>24 the doctor.</p> <p>25 BY MR. HERRICK:</p>
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<p>1 were no biographical, medical, or</p> <p>2 worksite deficiencies.</p> <p>3 BY MR. HERRICK:</p> <p>4 Q. Okay. What do you know about any</p> <p>5 claims NSI might have made against Navigant or</p> <p>6 PACE related to the NSI/Hilry Anderson</p> <p>7 agreement?</p> <p>8 A. I'm not aware of any.</p> <p>9 Q. Were you ever given any direction</p> <p>10 with respect to this NSI/Hilry Anderson</p> <p>11 settlement regarding any doctors whose</p> <p>12 medicals you are no longer going to accept?</p> <p>13 A. That would involve --</p> <p>14 MR. MARSHALL: It calls for</p> <p>15 privileged communication. And in spite</p> <p>16 of the stipulation we talked about</p> <p>17 earlier, I think that goes too far.</p> <p>18 BY MR. HERRICK:</p> <p>19 Q. Let me ask this then. Have you ever</p> <p>20 generated a deficiency with respect to any</p> <p>21 claims submitted under the Hilry Anderson NSI</p> <p>22 settlement where the deficiency was related to</p> <p>23 not the absence of a medical record but who</p> <p>24 the medical record was from?</p> <p>25 A. Yes.</p>	<p>1 Q. When was the first time that you</p> <p>2 sent back a deficiency that claimed there was</p> <p>3 not a qualified doctor with respect to the</p> <p>4 Hilry Anderson NSI settlement?</p> <p>5 A. I don't recall.</p> <p>6 Q. On this report that's attached to</p> <p>7 Strigel Number 10 --</p> <p>8 MR. HANLON: We don't have</p> <p>9 Strigel Number 10 in front of us.</p> <p>10 MR. HERRICK: I'm going to give</p> <p>11 it back to you.</p> <p>12 THE WITNESS: Thanks.</p> <p>13 BY MR. HERRICK:</p> <p>14 Q. That appears to have been generated</p> <p>15 Thursday, December 28th --</p> <p>16 A. 2006.</p> <p>17 Q. -- 2006. Am I interpreting that</p> <p>18 correctly, that that annotation at the bottom</p> <p>19 of the third page of that exhibit indicates</p> <p>20 that that's when that report was generated?</p> <p>21 A. Yes.</p> <p>22 Q. Okay. When you printed out this</p> <p>23 report, was it your intention to list all of</p> <p>24 the deficient claims that had been submitted</p> <p>25 under the NSI/Hilry Anderson settlement?</p>

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<p>1 A. The intent of this report is to let 2 you know of all the current deficiencies that 3 we are aware of. So it doesn't necessarily 4 say this is all we will find. This is all we 5 have found up until now that has yet to be 6 resolved. 7 So it would not include prior 8 deficiencies that have been resolved. It 9 doesn't have deficiencies we may find in 10 processing claims tomorrow. It's the current 11 list of deficiencies. 12 Q. But to the extent that -- let me ask 13 it this way. 14 So to the extent that -- for 15 instance, Bessie Anderson, does that list all 16 of the deficiencies that existed in December 17 of 2006 with respect to the Bessie Anderson 18 case? 19 A. Yes. At that time this particular 20 one states "release not notarized". We 21 wouldn't know that is a deficiency until we 22 got the release back. So you could see that 23 that may not be all inclusive. It may include 24 deficiencies -- 25 Q. So those were all --</p>	<p>1 you were aware of at the time, right? 2 A. Correct. 3 Q. So if there was a medical deficiency 4 in that case at that time, you would have 5 printed that out as well? 6 A. Correct. 7 Q. And as I understand it, this would 8 have been deficient claims that had at least 9 been submitted? 10 A. Yes. 11 Q. To PACE? 12 A. Yes. 13 Q. And to the extent that claims were 14 submitted after this date, they may well be 15 deficient but they wouldn't appear on this 16 report? 17 A. Correct. 18 Q. And I think I understand what you 19 said about, for instance, not notarizing the 20 release could be a deficiency after the claim 21 had already been approved? 22 A. After it had been processed for 23 release generation, yes. 24 Q. Okay. If you had earlier made a 25 deficiency on a case -- excuse me -- cited as</p>
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<p>1 MR. HANLON: Let him finish 2 answering the question. 3 THE WITNESS: It's all the 4 deficiencies we know about up until then, 5 yeah. 6 BY MR. HERRICK: 7 Q. That's a good example because you 8 wouldn't know if it was deficient until you 9 got the release back? 10 A. Exactly. 11 Q. Let's look at William Budd. His 12 deficiency is "no exposure at approved job 13 site". 14 A. Okay. 15 Q. Did you have a list of approved job 16 sites that you went by to determine that 17 deficiency? 18 A. I recall that job sites were based 19 on a geographical location, that it was based 20 on state. 21 Q. Qualifying states? 22 A. I believe so. 23 Q. Okay. Now, if you also had a -- 24 when you printed a deficiency report like 25 this, you would print every deficiency that</p>	<p>1 a deficiency in one of these claims that it 2 was not an approved doctor, if that had not 3 been cured, that would continue to appear on 4 your deficiency list, would it not? 5 A. It should. 6 Q. I couldn't have termed it better 7 myself. What we've got down here at the 8 bottom of that exhibit, Page 12 of 12, 9 "Injured Parties with Deficiencies: 74"? 10 A. 74. 11 Q. So does that tell you that these 12 12 pages list deficiencies for 74 claims? 13 A. Yes. 14 Q. And is it fair to say then in 15 December of 2006, out of all the cases that 16 have been submitted pursuant to the Hilry 17 Anderson settlement, PACE was only aware of 18 deficiencies in 74 cases? 19 A. Submitted and processed up to that 20 time. If there were cases that we had not 21 gotten to processing yet, they would not yet 22 appear on the deficiency report because we 23 hadn't been able to note them in our system 24 yet. But to the rest of your point, that's 25 correct.</p>

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<p>1 Q. What was your scheduling for that,</p> <p>2 how did that work? When a case came in how</p> <p>3 was it assigned? How quickly was it worked</p> <p>4 up? What was your goal, your standards, for</p> <p>5 processing claims?</p> <p>6 A. As soon as possible. Usually every</p> <p>7 agreement has different turnaround criteria.</p> <p>8 Some 30 days, some 60, some 90. It was up to</p> <p>9 us to meet those deadlines.</p> <p>10 Q. Was there a requirement in this</p> <p>11 particular agreement, as you understood it,</p> <p>12 that NSI through PACE had a certain amount of</p> <p>13 time within which to identify a deficiency</p> <p>14 otherwise that deficiency would be waived?</p> <p>15 A. I believe there is something in</p> <p>16 there, but I don't recall what the exact terms</p> <p>17 were.</p> <p>18 Q. Do you know whether during the</p> <p>19 course of this agreement there had been any</p> <p>20 claims submitted under the upgrade or disease</p> <p>21 additional compensation section of the</p> <p>22 agreement?</p> <p>23 A. I think there had been.</p> <p>24 Q. Let me see if this -- and this is</p> <p>25 one of the exhibits. I guess it's an</p>	<p>1 the copier line is.</p> <p>2 MS. CROFT: I see. Right after</p> <p>3 it says where plaintiffs have to provide</p> <p>4 everything within 60 days to the date of</p> <p>5 the execution of this agreement?</p> <p>6 MR. HERRICK: Right.</p> <p>7 BY MR. HERRICK:</p> <p>8 Q. In fact, it even goes on to talk</p> <p>9 about NSI has the opportunity to look at</p> <p>10 deficiencies and the executed releases, and</p> <p>11 that has to do with notarization, probate</p> <p>12 papers, that sort of thing?</p> <p>13 MR. HANLON: You are asking</p> <p>14 whether he reads that in the agreement?</p> <p>15 Is that the question?</p> <p>16 MR. HERRICK: Right.</p> <p>17 BY MR. HERRICK:</p> <p>18 Q. That's what you would do with</p> <p>19 respect to the releases?</p> <p>20 A. Could you just start over and</p> <p>21 rephrase that question?</p> <p>22 Q. There's a provision in there that</p> <p>23 talks about the time that you have to look at</p> <p>24 releases once they are returned to identify</p> <p>25 deficiencies. Is that what you followed as</p>
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<p>1 attachment to your deposition notice as well.</p> <p>2 It talks about --</p> <p>3 MR. MARSHALL: Can you</p> <p>4 reference what you are reading from?</p> <p>5 MR. HERRICK: The settlement</p> <p>6 agreement.</p> <p>7 BY MR. HERRICK:</p> <p>8 Q. Under Paragraph 9 it talks about:</p> <p>9 NSI shall have 60 days from receipt of this</p> <p>10 information to review all medical exposure and</p> <p>11 timeliness documentation for deficiencies in</p> <p>12 same.</p> <p>13 So is that kind of what you were</p> <p>14 referring to when you said every agreement is</p> <p>15 either 30, 60 or 90 days, or something like</p> <p>16 that, in terms of the turnaround time that</p> <p>17 PACE had to look at the case?</p> <p>18 A. That's what I was referring to.</p> <p>19 MS. CROFT: Where is that in</p> <p>20 here?</p> <p>21 MR. HERRICK: Paragraph 9.</p> <p>22 MS. CROFT: Right after it</p> <p>23 gives all the plaintiff deadlines or</p> <p>24 before?</p> <p>25 MR. HERRICK: Right there where</p>	<p>1 well?</p> <p>2 A. Yes.</p> <p>3 (Document marked for</p> <p>4 identification as Exhibit Strigel-11.)</p> <p>5 BY MR. HERRICK:</p> <p>6 Q. I want to ask you about your e-mail</p> <p>7 which appears at the top of the second page.</p> <p>8 A. Yep.</p> <p>9 Q. It says: You can set these up as</p> <p>10 four new groups and label them Hilry Anderson</p> <p>11 Futures.</p> <p>12 What are you referring to there?</p> <p>13 A. As I had mentioned earlier, our</p> <p>14 system has a way of tagging claims in</p> <p>15 groupings. I was just telling her that as an</p> <p>16 administrative way of me keeping track of</p> <p>17 these.</p> <p>18 Q. And the four groups would have been</p> <p>19 NSI, CCR, CertainTeed and Union Carbide --</p> <p>20 excuse me, NSI, Amchem, CertainTeed and Union</p> <p>21 Carbide, or are you able to tell that from the</p> <p>22 document?</p> <p>23 A. I can't tell from the document.</p> <p>24 Q. That's a guess on my part then.</p> <p>25 It says: Use the original</p>

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<p>1 agreements as the SCL's -- what are SCL's?</p> <p>2 A. SCL is an acronym for settlement</p> <p>3 confirmation letter.</p> <p>4 Q. -- and tag the claims on the -- tag</p> <p>5 the claims to the new groups.</p> <p>6 Is that what you were talking about</p> <p>7 before?</p> <p>8 A. Yes.</p> <p>9 Q. Then it goes on to say: You can</p> <p>10 have somebody -- have someone process these</p> <p>11 for payment. See me with any questions.</p> <p>12 A. Yes.</p> <p>13 Q. And that was your direction to</p> <p>14 Jennifer Nichols?</p> <p>15 A. That's correct.</p> <p>16 Q. And she was one of your claims</p> <p>17 processors in 2004?</p> <p>18 A. Correct.</p> <p>19 (Document marked for</p> <p>20 identification as Exhibit Strigel-12.)</p> <p>21 BY MR. HERRICK:</p> <p>22 Q. I'm going to hand you Strigel-12.</p> <p>23 A. Okay.</p> <p>24 Q. Okay. What is Jill asking for</p> <p>25 there? Oh, it's not Jill.</p>	<p>1 cases?</p> <p>2 A. Yes.</p> <p>3 Q. And would you assume that that</p> <p>4 includes the NSI/Hilry Anderson settlement?</p> <p>5 MR. MARSHALL: Object to the</p> <p>6 form. Lack of foundation. The exhibit</p> <p>7 is not clear that that's what it is</p> <p>8 referring to.</p> <p>9 If you can answer you can.</p> <p>10 THE WITNESS: Could you repeat</p> <p>11 that question?</p> <p>12 (Whereupon the court reporter</p> <p>13 read back the requested portion of the</p> <p>14 testimony.)</p> <p>15 THE WITNESS: Yes, I believe it</p> <p>16 included the NSI/Hilry Anderson</p> <p>17 settlement.</p> <p>18 BY MR. HERRICK:</p> <p>19 Q. And you specifically asked Jill</p> <p>20 Bailey, you apologize -- well, you didn't</p> <p>21 apologize. But you said you had been out of</p> <p>22 the office for a couple of weeks and you asked</p> <p>23 her if these were original submissions or</p> <p>24 future claims, did you not?</p> <p>25 A. I do.</p>
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<p>1 A. Beverly.</p> <p>2 Q. No, not Beverly.</p> <p>3 A. Jen Nichols.</p> <p>4 Q. Yes. What is she asking for?</p> <p>5 A. "Thank you, Beverly. Is it possible</p> <p>6 to add a dollar amount for each deal so that</p> <p>7 we have a control total to work off of."</p> <p>8 Q. Do you understand that that applies</p> <p>9 to, when she says "each deal", that that</p> <p>10 applies to the overall CCR futures as opposed</p> <p>11 to what we've been talking about today which</p> <p>12 has been the NSI/Hilry Anderson?</p> <p>13 A. I would be assuming. I don't know</p> <p>14 what she means.</p> <p>15 (Document marked for</p> <p>16 identification as Exhibit Strigel-13.)</p> <p>17 BY MR. HERRICK:</p> <p>18 Q. Let me ask you about this one.</p> <p>19 A. Okay.</p> <p>20 Q. Again, this is an e-mail chain that</p> <p>21 you became involved with at some point?</p> <p>22 A. Yes.</p> <p>23 Q. Someone directed that Jill Bailey</p> <p>24 get directly in touch with you regarding the</p> <p>25 releases she was seeking for the CCR futures</p>	<p>1 Q. And she replied to you that she</p> <p>2 thought that they were -- "I suppose they</p> <p>3 would be futures"; did she not?</p> <p>4 A. That is correct. That is her</p> <p>5 response.</p> <p>6 MR. HANLON: She actually says</p> <p>7 they are allowed to be submitted under</p> <p>8 the settlement agreements and I suppose</p> <p>9 there would be futures.</p> <p>10 BY MR. HERRICK:</p> <p>11 Q. During your processing of any of</p> <p>12 these settlements, did you ever become aware</p> <p>13 of Marcy and Bob Capritti sitting down with</p> <p>14 plaintiff's counsel and working out the values</p> <p>15 of any futures cases?</p> <p>16 A. I wouldn't have been involved.</p> <p>17 MR. HERRICK: I think subject</p> <p>18 to the questions, that's all I have.</p> <p>19 MR. MARSHALL: No questions.</p> <p>20 (Witness excused.)</p> <p>21 (Deposition concluded at</p> <p>22 approximately 4:04 p.m.)</p> <p>23</p> <p>24</p> <p>25</p>

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2				2	deposition given on FEBRUARY 18, 2009, and it		
3	NO.	DESCRIPTION	PAGE	3	is true, correct and complete, to the best of		
4	Strigel-5	E-mail Chain	66	4	my knowledge, recollection and belief, except		
5				5	for the corrections noted hereon and/or list		
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16				16			
17	Strigel-11	E-mail Chain	93	17	Subscribed and sworn to		
18				18	before me this ____ day		
19	Strigel-12	E-mail Chain	94	19	of _____, 20____.		
20				20			
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22				22			
23	---			23	_____		
24				24	Notary Public		
25				25			

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## 1 CERTIFICATE

2  
3 I HEREBY CERTIFY that the  
4 proceedings, evidence and objections are  
5 contained fully and accurately in the  
6 stenographic notes taken by me upon the  
7 deposition of MARC STRIGEL, taken on FEBRUARY  
8 18, 2009, and that this is a true and correct  
9 transcript of same.

10  
11  
12  
13  
14  
15 MICHELLE L. GRAY, CSR  
and Notary Public

16  
17 (The foregoing certification of this  
18 transcript does not apply to any reproduction  
19 of same by any means, unless under the direct  
20 control and/or supervision of the certifying  
21 reporter.)  
22  
23  
24  
25

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